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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS

United States District Court  
Southern District of Texas

Noel M. Gonzaga,

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Plaintiff,

versus

Civil Action H-16-1702

Baker Hughes, Inc.,

Defendant.

**ENTERED**  
October 11, 2016  
David J. Bradley, Clerk

## Opinion on Judgment

### 1. *Introduction.*

A worker sues his former employer. He says he was rejected for more than twelve promotions because of his age and ethnicity. He will take nothing.

### 2. *Background.*

Noel M. Gonzaga is a Filipino man who is over 40 years old. He was hired by Baker Hughes Oilfield Operations, Inc., in 2006, laid off in September of 2009, hired again in October of 2010, then laid off again in June of 2015.

Gonzaga says he was not promoted because of his age and ethnicity and in retaliation for filing complaints. He argues that he was the most qualified for each position.

### 3. *Limitations.*

Gonzaga did not exhaust his administrative remedies. He admits that he never filed a charge with the Equal Employment Opportunity Commission about the discrimination and retaliation. To sue in federal court, he must have complained to the Commission and received a right-to-sue letter. He did not.

Gonzaga's claims are time-barred. Assuming he had filed a charge with the Commission, he could only complain about the previous 300 days. Nothing happened in those 300 days. His suit is untimely.

4. *Release.*

Even if Gonzaga had followed the rules, his claims would fail. After being laid off, he signed a severance agreement. In exchange for money, he promised not to sue Baker Hughes for claims arising out of his employment.

Gonzaga says the release agreement is void because he was forced to sign it because he wanted money. He did not have to sign it – he chose to because he wanted money. No facts support his claim that the release is defective.

5. *Conclusion*

Gonzaga did not follow the administrative process, his claims are time-barred, and he presents no facts to support his claim that the severance release is void. Because of these manifold defects, he will take nothing.

Signed on October 10, 2016, at Houston, Texas.



Lynn N. Hughes  
United States District Judge